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BROOKLYN FERRIES.

SUBSTANCE OF THE REMARKS

OF

MR. B. D. SILLIMAN,

AS COUNSEL FOR THE

UNION FERRY COMPANY,

BEFORE THE FERRY COMMITTEE OF THE

NEW YORK BOARD OF ALDERMEN,

CONSISTING OF

HONORABLE JAMES R. STEERS,
" MORGAN L. HARRIS,
" WILLIAM B. DRAKE.

On the 24th April, 1857.

BROOKLYN:

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MR. CHAIRMAN AND GENTLEMEN OF THE COMMITTEE :

YOU have devoted much time, have held many meetings, and taken a great mass of testimony in investigating the charges made by the petitioners against the Union Ferry Company respecting the management of the Ferry from Roosevelt street to Bridge street. The Roosevelt Ferry has been the text, but the discourse hinged upon it by those who have prosecuted this matter before you has been extended into an impeachment of the Company generally, as to their management of all the ferries. The Company have had much pleasure in appearing before you, and demonstrating, as I think you must agree that they have done, the utter groundlessness of every material allegation made by the petitioners. It is really a relief to the Company when they can have a hearing before just, honorable and responsible men as their judges. From the scrutiny of such men the Company have nothing to conceal or withhold, and from their judgment nothing to fear.

From a portion of their assailants the Company neither hope, expect, nor ask candor or fair dealing—for experience has shown the vanity of such expectation. You have an example in the course of this proceeding before you, of the disingenuousness with which this Company is treated, not only in the tone and temper of some of the witnesses, but a portion even of the newspapers which have proclaimed and paraded with editorial notices, and all the display of flaring capitals and leaded type, every word of the hostile testimony impeaching the conduct of the Company, have either

made but meagre mention of the rebutting testimony by the witnesses on behalf of the Company, or have passed by it in entire silence, and without even alluding to it in their columns.

In the remarks to which your attention is respectfully asked, I propose to consider.

1st. The immediate charges against the Company respecting the Roosevelt and Bridge Street Ferry, and to show how entirely those charges are refuted.

2d. The system and policy pursued by the Company in the management of all their ferries, in reference to the interests of the City of Brooklyn, and the vital necessity, to the protection of those interests, that the ferries shall continue to be conducted on the same system, by whomsoever they shall be managed after the present Company may cease to control them.

3d. The injustice and the inconsistencies of the attacks made on the Managers of the Company respecting their conduct of the trust reposed in them.

I.—AS TO THE ROOSEVELT FERRY.

Prior to June, 1853, the Ferry from Roosevelt street, in New York, to Bridge street, in Brooklyn, did not exist. A lease had been granted by your Common Council, under which Mr. F. C. Havemeyer and his associates began to run their boats at that date. That lease requires the lessees to provide *one boat*, which “shall leave the landing place of said Ferry, at the foot of Roosevelt street, at least *once in every half hour*, unless prevented by the elements, *from sunrise to eight o'clock in the evening* of each day.”

The original lessees, full of hope that the Ferry would not only sustain itself, but be very profitable, determined

to try the experiment on the largest scale, and (instead of merely providing and running *one* boat, as required by their lease), constructed *three*, two of which were constantly run during the day, and one of them part of the night. It was the "Crystal Palace summer;" business of all kinds was never more active, and the experiment was tried under the best possible circumstances. It commenced in June. From the spring of the year the travel on the Ferries always increases until about November, when it begins to fall off, and reaches its low point in mid-winter. This Ferry, therefore, was run at the very best season of the year to secure favorable results.

But the experiment failed entirely—disastrously. The expected throngs of passengers did not come. So far from proving a source of profit, the new Ferry did not pay its expenses. It was run at a loss (as shown by the testimony of Mr. Havemeyer) of from fifty to sixty dollars per day. It turned out a total failure. Under these circumstances it would have been absolutely necessary to abandon and discontinue it (as Mr. Havemeyer has testified,) unless the Union Ferry Company, the present holders, had taken it.

The Ferry had cost Mr. Havemeyer and his associates \$170,000, to say nothing of the great loss sustained while they ran it. They sold it to the Union Company for \$140,000.

The Union Ferry Company took it on the 1st December, 1853, and continued to run it with two boats, until the 29th December, 1856, when they withdrew one of the boats, *and have since run one boat as required by the lease*, and they now run it from each side *every twenty-five to thirty minutes*, instead of "once in every half hour," the latter being the time prescribed by the lease.

The Union Company of course hoped to be able to sustain the *Roosevelt street Ferry*; but so far was this

hope from being realized that they have sustained losses upon it (as shewn by the testimony before you) as follows :

LOSSES.

| | |
|--|-------------|
| From Dec. 1, 1853, to May 1, 1854, | \$14,378 02 |
| “ May 1, 1854, “ “ 1855, | 23,649 34 |
| “ “ 1855, “ “ 1856, | 24,826 85 |

making in two years and five months from the time they took it (i. e. from Dec. 1853 to May 1, 1856,) a dead loss of \$62,854 21, besides the loss from depreciation by wear and tear of boats and fixtures.

The loss for the year ending 1st May next will not be less, it is believed, than for the previous year, except by the diminution of expense resulting from the discontinuance of one boat on the 29th December last.*

It is under these circumstances—in the face of facts like these, Mr. Chairman, that the Union Ferry Company is now assailed with violence of language, and grossness of imputation that could not be exceeded if (instead of having run this ferry for the public accommodation at a loss since they took it of about \$80,000) they were receiving an immense revenue from it, and sordidly withholding reasonable accommodations from those who cross it.

Look for a moment, at the petitions on which you are now proceeding. The wholesale assertions with which they abound must strike you forcibly after the testimony that you have taken, showing the exact state of facts and figures connected with the affairs of this ferry. Some of these petitions are numerous signed, and among the signatures are the names of persons whose respectability is such that you could hardly have expected from them dishonoring imputations on the motives of men whom they know to be incapable of unworthy action; and assertions of fact not only not sustained but distinctly disproved.

* On making up the accounts of the Company to May 1st, 1857, the loss for the year on this Ferry proved to have been \$16,511 60, being about the amount thus estimated.

One of these petitions* avers the belief of the signers that the Ferry is *not* an "unprofitable establishment," and that they believe the statements of the Company to that effect "to be *untrue*." Among the persons who signed that charge are some who owed it to themselves to consider well before making it. How do they themselves stand now with the proofs before you? Can they for one instant pretend that they believe the statement (that the Ferry is unprofitable) "to be *untrue*?" When they signed that offensive charge, what reason had they to believe it "*untrue*?"

Another of these petitions, signed in like manner, describes the "travel which naturally seeks this Ferry" as sufficient to sustain it, and states that the "Roosevelt and Bridge Street Ferry will, if afforded a fair chance, not only sustain itself, but prove profitable from the business which naturally and legitimately belongs to it."

Is this statement true? Has not the Roosevelt Ferry had a "fair chance" to prove it, if true? You have seen, by the testimony of Mr. Havemeyer, that during the six months that he and his associates ran it, "the travel which naturally sought it" not only did not "sustain" it, or "prove profitable," but resulted in a dead loss of \$50 or \$60 per day. The complainants' witnesses swear the Ferry was well run at that time. The losses since show whether the travel "which naturally and legitimately belongs to it" is such as will "sustain" or "render it profitable."

Another portion of this petition, to which the attention of the Committee is particularly asked, is that in which the subscribers to it speak of the readiness of persons "of abundant means and responsibility" to take the Ferry; and they say, "your petitioners understand that

* Praying the rejection of the application by the Union Company for leave to withdraw the boats from the Roosevelt Ferry.

“they would be willing to take the boats and ferry fixtures from the present Company, and pay for them *all they have cost*; and that such an offer has been actually “made.”

Here we have another specimen of the reckless assertions by which the public mind is, and has for a year past, been misled and abused in regard to this Company. I have too much regard for the persons who signed this statement, to suppose that they intended to deceive the Common Council. But whether what they thus stated (in this last mentioned petition) is true, you now know. It is in proof before you, by the testimony of Mr. Havemeyer, that the Ferry cost him and his associates \$170,000 or more; and that it cost the present Company \$140,000. It is proved (by Mr. Perry) that no offer whatever has been at any time made to the present Company for the purchase of the Ferry;—that one of the boats bought by the Company, as part of the Roosevelt Ferry, had been sold for \$19,000;—thus leaving the cost of the Ferry to the Company at \$121,000; and that the Company then *offered it* (to the only persons of whom they have ever heard as professing to be willing to purchase it) at \$93,000. which offer those persons *refused*.

Thus so far from an offer to purchase the ferry *at cost* having been made to the Company and refused by them, as these petitioners would have you believe, it is proved that no offer whatever has been made; that on the contrary an offer to sell it at \$28,000 less than it cost the Company (after deducting the price of the boat sold) and at \$58,000 less than the original cost (after the same deduction) was *made by the Company* and refused. Neither these gentlemen, nor any others, have been or are willing to pay the Company the cost of this ferry. When the Company offered it at \$93,000, Mr. ——— says the boats and bridges were out of repair. On the

contrary, Mr. McFarlan, Mr. Tombs, Mr. McAlpine, and Mr. Van Dyne, have shown to you that Mr. ——— was entirely incorrect in this respect, and that the boats and bridges were in good order.

Perhaps it will interest and instruct some of these petitioners if they will read a letter and notice which were published at the time in the *New York Journal of Commerce*. It is as follows:—

“(For the *Journal of Commerce*.)

In reply to your editorial of this morning, entitled “The Roosevelt Street Ferry,” I beg leave to enclose the following letter, which I ask may be published :

UNION FERRY OFFICE,
BROOKLYN, October 27, 1856. }

DEAR SIR:—In all the negotiations between yourself and myself, in relation to the sale to you and your friends, of the Roosevelt Ferry, the same has been verbal. You will recollect among the matters of the negotiations, I gave you the refusal of that Ferry at \$93,000, to the 25th of October instant, and the time of that refusal covered ten days prior to the 25th. As I have received no answer, I am now authorised to extend the time of refusal to the 8th of November next, at the price of \$93,000, and to say that no less sum can be taken by the Union Ferry Company. An answer by or before that time will oblige,

Yours, very respectfully,

C. P. SMITH.

TO JOHN H. SMITH, ESQ.

The cost of this ferry was \$140,000. One boat had been sold for \$19,000. The offer to sell the ferry with two boats, houses, racks, docks, and all other ferry fixtures on both sides of the river, at \$93,000, was \$28,000 *less than cost*. The answer to this note was verbal, and that *the parties could not purchase the Ferry*. If there are any parties still desirous of purchasing that ferry at the price specified, they can have it.

C. P. SMITH,
Managing Director and Attorney of said Company.”

Thus ends the story of the petitioners, “that persons of abundant means and responsibility” were ready to take the ferry, and that an offer to take it and pay all it had cost had been made.

The petitions containing these assertions have not only been presented to the Common Council, but have been, some if not all of them, published conspicuously in the

newspapers, and thousands of persons have thus been made to believe as true, statements which have been demonstrated to you to be without foundation.

The substance of the complaints now before the Committee respecting the Roosevelt Ferry seems to be

1st. That the Company have not run it properly, but have made the passages at a much slower rate of speed than when it was run by the former proprietors, and have kept the boats in an *unsound* and *dirty* condition.

2d. That the Company have endeavored to *depreciate* and to disparage the ferry, so as to be justified in abandoning it. And

3d. The petitioners claim that the Company should be required to run two boats constantly, instead of one, (notwithstanding, as you have seen, there is not only insufficient travel to sustain one boat, but the Company will on 1st May next have sustained a dead loss on the ferry of about \$80,000 and are now running it at a loss of about \$20,000 *per annum*.)

I do not propose to review all the testimony that has been taken. Very much of it consisted of wholly irrelevant matter. I will confine myself to such portions of it only, as in my judgment, are material to the real points in issue.

Let us briefly examine that part of it by which these charges are attempted to be sustained, and that by which they are refuted.

The general style of the complainants' testimony, like that of the petitions is wholesale and sweeping, with only here and there the statement of a specific fact. These allegations of fact are, we believe, either fully explained or disproved by the defendants' testimony.

And first as to the time of the trips. A flood of vague statements have been poured out on us to the effect that

the boats were run less frequently and rapidly when the present Company became the owners, than before. Yet only three or four specific instances of detention beyond the time contemplated by the lease have been named, and those, without an exception, occurred during the ice and intense cold of the last winter—a winter unprecedented in its severity. Witnesses who have been engaged on the ferries twenty years, state that they have known nothing like it. This surely is a sufficient answer as to these cases.

Is not the proof ample, that the time and frequency of the trips, when the present Company took the ferry, were quicker than before, down to the time that they were compelled to withdraw one of the boats, and that since that time they have been fully up to the requirements of the lease?

Beyond the instances of detention above named, all is mere loose and indefinite statement. Some of the witnesses say the trips are run “much slower” than before. Some say they should think fifteen to twenty minutes apart. Be it remembered the lease requires the trips to be only once in half an hour. When not brought down to particulars, and not fettered by specifications as to actual cases of detention or delay, the allegations made by some of the witnesses are unqualified enough. They, of course, do not mean to misstate, but what is such testimony worth when weighed against proven facts?

What are the *facts* actually proved and as to which there cannot be mistake? Four of the complainants’ witnesses say that Mr. Havemeyer’s Company ran the ferry with regularity and expedition. It may be assumed therefore that it was properly run when under the management of that Company, though Mr. Havemeyer says there were complaints even then. Mr. ——— says that when the Union Company took it they

ran as well as the original company (though he complains of but one boat being run now).

The complainants insist that when the *Union Company* took the Ferry they ran it slowly, and fell off entirely from the time of the former Company which they state was once in from twelve to fifteen minutes.

On the other hand we have shown by—

1. *Mr. McAlpine*, who was Engineer on the Roosevelt Ferry from its very beginning down to a few weeks ago, that the trips were made quite as quickly, and as he thinks, “much quicker,” after the Union Company took the Ferry than before,—(down to the time of the withdrawal of one boat.)

Now this witness knows what he speaks of. He is an “expert.” It was his daily business and duty to know how often and in what time the trips were made, and to see to it, that they were so made. He was engaged on the Ferry before the Union Company took it as well as after. There is certainty in such testimony, while there is nothing certain in that of witnesses who only state impressions and prejudices. He shows that the former Company ran fifteen minute trips—that they attempted twelve minute trips but “did not do it regularly,” and that the time of the present Company during last August, September and October was every twelve minutes from each side, though they did not succeed in accomplishing it at all times—“that was their time.”

2. *Mr. Doxey*, who has been *Ferry Master* from the first establishment of the Ferry to this day, proves that the time of the boats was at least as quick after the Union Company took the Ferry as before, if not quicker, until December, when, as before stated, one boat was withdrawn.

3. *Mr. Weeks*, who was a Ferry Master nearly two years, shows that this Company ran the boats every 12 and 15 minutes until December.

4. *Mr. Drummond*, an Engineer from the first establishment of the Ferry, shows that the trips have been run as well since this Company took the Ferry as before, and that they take but 25 minutes to 30 minutes to accomplish the round trip, (*i. e.*,) to cross and re-cross.

5. *Mr. Van Duyne*, who has been engaged 11 years on the ferries, and is now the Superintendent, proves that the trips on this ferry are made on 12 minutes time; thus making a trip from each side within the time required by the lease. Now this is the testimony of the Officer who directs and supervises the trips, and who, necessarily, is exactly, accurately, and certainly informed on the subject as to which he testifies. Does not the proof thus adduced scatter to the winds all the loose and sweeping charges (as to the time of the trips) which have been made by witnesses who could not have, and did not pretend to have, any certain or exact knowledge on the subject?

The proofs taken establish the fact that the boats were run certainly as rapidly and frequently after the present Company took the Ferry, as under its previous owners;—that since the Company have been compelled to withdraw one boat, the time of the trips has been as good as before, and that those trips (as to their frequency) are made much within the time required by the contract. More than this, the testimony of those who have been on the Ferry since its establishment, is distinct, that the trips were more frequent and rapid after the Company took it, than before.

Most of the adverse witnesses began by saying that they were largely *interested* in having the Roosevelt Ferry run rapidly. Mr. ——— is a great landholder in the vicinity. The Company now pay him a high rent for the landing-place of the boats; Mr. ——— has an extensive factory, for which he uses this Ferry; Mr. ——— has a coal-yard in the vicinage; Mr. ——— owns tenant-houses in its neighborhood; Mr. ——— owns some \$50,000 to \$80,000 of land affected by this Ferry;

Mr. ——— has a drinking saloon in its immediate neighborhood—and so on.

This is the character of much of the testimony adverse to the Company. These gentlemen are stimulated by their immediate personal interest to exact from the Ferry Company such a course as they suppose would promote that interest. But they are wholly unreasonable if they are not satisfied, by a full compliance with the lease, and by an actual outlay out of pocket of \$20,000 per annum, over and above all receipts from the “business which naturally and legitimately belongs” to this “profitable” Ferry.

Now these gentlemen are very respectable and worthy men, but even if their vision was in no way affected, and their judgment in no respect disturbed by their interest, yet what would their opinions be worth on a subject entirely out of their line, and in regard to which they have neither skill nor experience, when compared with that of experts, and of the very men who have themselves daily and officially run, steered, timed, and navigated the boats?

Let us suppose that fifty men who went occasionally as passengers to Albany by steamboats or railroad, should allege that the boats or cars make slower time and less frequent trips than they did two years before; and that then, on the other hand, the *Captains and Pilots* of the boats, and the *Engineers and Conductors* of the cars, should come as witnesses, and swear the contrary, and should show the precise number and times of their running,—which would you believe?

You have been told by some of the complaining witnesses that the business of the ferry requires that the boats should be run through the night. (The boats now run until 9 P. M., though the lease only requires them to continue their trips until 8 P. M.) It is proved before you that when the boats were run until 11 P. M.

the receipts of the ferry from 9 until 11, even during the summer months, did not average fifty cents!—(Testimony of Mr. Weeks, Ferry Master.)

The truth is that the landholders and manufacturers and others in that part of Brooklyn, had the same golden dreams that the projectors of the Roosevelt street Ferry had when they established it. They imagined that their naked lots were to be covered with closely-built houses, and that the profits and facilities of their business were to be immensely augmented. But all were disappointed in the result.

The Union Ferry Company have spent (including wear and tear of boats) upwards of \$80,000, in trying to convert these golden dreams into realities. The landholders and manufacturers aforesaid have never risked a single dollar in the Ferry stock; but the Company are still spending some \$20,000 per annum in sustaining the Ferry, and yet they are denounced as oppressors of those on whose behalf they are trying to furnish accommodations, for “the business which naturally and legitimately belongs” to this “profitable” Ferry.

The zealous complainants charge that the cabins of the boats on this Ferry are not kept clean. How stands the evidence? Some of the assailing witnesses tells us that they were neatly kept before the Union Company took the Ferry. It is proved to you, that at that time but one person was employed in keeping clean the cabins of all the boats then on it; whereas, two are now steadily occupied in that business, and they the two most competent of all who are engaged in that branch of the business on any of the Ferries of the Company. Mr. Van Duyne and Mr. Tombs, the superintendents, and others, testify that the boats on this Ferry are kept in excellent order.

But of all the idle charges brought against the Company, the most preposterous is that which has been made

in such profuse words before you, that the Company have aimed to disparage and run down this Ferry, (from Roosevelt street to Bridge street) This charge is so absurd on its face, that it is hardly worthy of a reply. Neither common sense, nor the sordid spirit which these accusers impute so freely to the Company, would permit the latter to pay \$140,000 for the Ferry, and then exert themselves to destroy it. As to the fact, you have explicit testimony of Mr. Van Duyne, the superintendent; Mr. McFarlan, the chief engineer; Mr. Tombs, the late assistant superintendent, &c., &c., that it is kept in good order; that no difference is made between its management and repairs, and those of the other Ferries; that every exertion is made to render it efficient, and to run it as well as can be done, and within the time prescribed by the lease; and certainly that no disposition exists, or has existed, on the part of the Company, to impair its value or its success.

Then again you are told that the boats running on this Ferry are in bad condition as to repairs. This charge is made in the usual wholesale vein; but when you bring the accusers down to particulars, what is the result? Why, that on some occasions in the past winter there was a bad leak in the cabin of one of the boats, which leak was from one of the wheel-houses. How frivolous is this charge. Not one of the plaintiff's witnesses intimates to you that this leak in the cabin was in a period of unexampled severity of weather. Why did not some one of them have the candor to say, "This leak which wet the floor of one of the cabins was from one of the wheel-houses, and was in a period of extreme, unprecedented cold, when the boats were battered, racked and torn by the ice with which the river was filled."

Mr. McFarlan, Mr. Van Duyne and Mr. Collins, have shown you that for twenty years the navigation of the river has not been so obstructed and impeded by intense

cold and ice as during the last winter. So badly were the boats torn, and their wheels broken by the ice, that seven of them were taken off the Ferries and undergoing repairs at the depot at one time.

Just so soon as was practicable the boat which had the leak, spoken of by the witnesses, was hauled off, substituted by another, and repaired. When she was taken to the yard it was almost impossible to discover where the leak was, the ice filling the wheel-houses in such a solid mass that there was barely room for the wheels to revolve.

The Company kept a large force of capable mechanics at work upon the boats of the different Ferries, and during much of the winter they were busily engaged, during the whole night as well as day, in repairing damages sustained from the ice.

You are now called on, Gentlemen, by virtue of the authority which the Petitioners claim you can and should exercise, to require the Company to place three boats on the Roosevelt and Bridge street Ferry, on the ground that such increase is required by the travel which "seeks" and "legitimately belongs" to it. Can it be necessary on this point to do more than refer to the statistics in evidence before you? During the three years and a half (June, 1853, to December, 1856,) when two boats were run on this Ferry, you had a more reliable test than is afforded by any random conjectures of witnesses as to the AMOUNT OF TRAVEL. You have seen that it not only did not increase but largely fell off. The experiment has been tried in every way, with the fare at two cents; then at one-and-a-half cents—then at one cent—and then again at two cents.

Nor, can anything be more idle than the speculations of uninformed witnesses as to the PROFITABLENESS, or unprofitableness, of the Ferry, when encountered by the unwelcome certainty of facts and figures. The receipts by the ferry masters are the best evidence on such a sub-

ject. What possible materials of judgment do the adverse witnesses possess that can enable them to declare, that if the Ferry were conducted as they insist it should be conducted, "it would be (in the language of one of the petitions) amply remunerative to the proprietors." This is a subject on which you are not left to conjectures—you have proofs—the sober certainty of figures and experience.*

Now, Mr. Chairman, you are an experienced ship-builder, and have no doubt constructed many ships, steamers and ferry boats, and I should commit no greater mistake in opposing my crude theories against your certain knowledge in a matter of naval architecture, than some of these complainants do in setting up their crude theories, as to the practicabilities and profitableness of Ferries, against proven facts, and against the knowledge and experience of the intelligent men who have been engaged in the business, mechanical and financial, of the Ferries for twenty years past. Neither you nor any other man in his senses would embark your means in an expensive Ferry establishment on the strength of such vague and unreliable opinions, when opposed by the facts and statistics shown in this case.

If these witnesses are so confident in the opinions they express, as to the profit which would be derived from this Ferry, (if managed as they say it should be,) how does it happen that they do not buy it at \$28,000 less than it cost this Company, and at \$58,000 less than it cost the Company who established it?

The disposition of the Union Company, to do their utmost for the public accommodation has been manifest-

* Messrs. Smith & Bulkley purchased the Catherine Ferry from Mr. Bowne, 24th March, 1852. They continued to run the old boats, which they found on it, until December, 1852. The ferriage was then two cents. They received for one year, (to March 24, 1853,) \$112,452 87, and redeemed the Ferry tickets which had been issued by Mr. Bowne—\$4,052 20—making the business of the Ferry equal to \$116,405 67;—while the receipts of the Catherine, Roosevelt, and Gouverneur Ferries combined, from May 1, 1855, to May 1, 1856, amounted to but \$124,833 43, being only \$8,428 36 more than was received by the Catherine Ferry alone the year subsequent to its sale by Mr. Bowne. Thus it will be seen that the establishment of the Roosevelt Ferry did little else than divide the business of the Catherine Ferry.—P.

ed by their running the *Gouverneur street Ferry*, (which, like that from Roosevelt street, has one of its termini at Bridge street,) since its lease expired, at an expense of \$5,000 over and above receipts. They were under no obligation to run it, but did so at the request of your Honorable Board, and that no inconvenience might result in the interval between the expiration of the lease and the time when the City of New York could dispose of it by a new lease. That lease has been since put up at auction by your Common Council, yet no one, nor all of these public spirited witnesses, who are so zealous in their denunciations of the "Union Ferry Company *monopoly*," could be induced to bid one dollar for it.

Although the experiment of a Ferry from Roosevelt street to Bridge street has proved an utter failure, so far as profit is concerned, and although it is now run, with all the advantages and facilities possessed by the Union Company, at an annual loss of some \$20,000 still the Company will go on and comply with the provisions of the lease, and do their best, and hope for better times. They cannot be required to do more, by any principle of business, of justice or of law.

Under these circumstances, gentlemen, we cannot believe that you will call on us to incur still larger loss by putting on more boats. The lease of this Ferry provides, among other things, that the lessees, when required by a resolution of your Common Council, shall place on the Ferry one or more additional boats, to be approved by the Mayor, &c. Would it be just, or reasonable, or honorable, or honest, to require us to run two or three boats when, as we have seen, there is not travel enough on the Ferry to sustain one? Have the Stockholders no rights? But, gentlemen, I have no apprehension that you will make any such requirement. This contract was based entirely on *good faith*. It would be unprecedented bad faith to violate its plain intent, as you are now asked to do. The

reservation to the Common Council, of the right to require the Company to run more than one boat, was made part of the contract, on the idea, that it would be exercised only in case the Ferry should be profitable, and that the lessees should be able, from its profits, to do so. There is nothing, in the history of this great city, to induce a belief that it will violate the good faith on which the lessees entered into the contract. So far from exacting more in such cases, it has been the policy of the State, (as it is with most just men,) where a contractor has incurred more expense in performing his work than the contract price, and more than was contemplated by the parties, to reimburse him and make him good. No instance can be named where any city or state has taken an opposite course, and exacted more than a performance of his contract by a losing party. Such an act would be a stain on any state, or city, or man; and I certainly have no fear, gentlemen, that you who are the successors in office of the Jays, the Fishes, the Verplancks, the Stevenses, Chief Justice Jones, the Hoffmans, the Van Schaiks, the Havemeyers, of Stephen Allen, and the other eminent and good men who have rendered the office of Aldermen of this great city one of high honor, as well as of great power, will be the first to violate that faith on which all men, dealing with the municipal government, have thus far safely reposed.

The Common Council of the City of New York now require from the Union Ferry Company about \$59,000 per annum for rents of the various ferry slips. If you think it necessary that a larger number of boats be run, will not the proper course be to release the Company from payment of this heavy charge, and thereby enable them to apply the amount to an increase of ferry facilities?

Again:—What a commentary have we, in the course of this very proceeding, on the sincerity and readiness

of these "persons of abundant means and responsibility" to take the boats and ferry fixtures, and "pay for them all they have cost!" It is now gravely suggested on behalf of these persons, that the Company shall make a present to them of the whole Ferry and its fixtures; and that, if the Company will do so, they will buy and run a couple of boats thereon. They would pay the Company some \$30,000 for a couple of boats, and thus, instead of paying all the Ferry has cost, they would pay about \$140,000 less than its cost to Mr. Havemeyer's Company, and about \$91,000 less than the cost to the present Company. They may as well claim that the Company shall make them a present of the Catharine Ferry, the Wall Street Ferry, the South Ferry, and the Hamilton Avenue Ferry, all of which are run at a loss.

Now, we will again test the sincerity of these gentlemen. The Company can certainly run the Ferry much cheaper than they can, by reason of the organization under which all the Ferries are managed by one set of officers—having large repair shops and works—the necessity of fewer reserve boats, and other facilities—the expense of which being apportioned on all the ferries, greatly diminishes the expense to each. If these "persons of abundant means and responsibility" will give a bond, indemnifying the Company against actual loss, the Company will put on two boats, and run them as rapidly as steam can propel them. The Company will not ask one cent of profit, but only indemnity against actual loss. There is nothing impracticable or unreasonable in this. The Hamilton Avenue Ferry was, down to 1851, run under a similar arrangement: such a bond having been given by persons of responsibility in that neighborhood.

But, Mr. Chairman, no such bond will be given by these gentlemen, although they are loud in their assur-

ances that the Ferry (run, as we are ready to run it, on such a bond being given) would be profitable. You will not find them willing even to indemnify us against loss, although they are so largely interested in the region affected by this Ferry; nor will they assume the results of such a bond. They cannot be induced to take a dollar of the stock of the Company, although they can have it below par.

Somebody must exercise judgment and decide as to the relative necessities of the different ferries, and as to the provision which ought to be made for them respectively out of the means of the Company. Who can decide this but the managers? Who can be so well able to judge, and who can be more disinterested in the decision? Doubtless the comparatively few passengers crossing the Roosevelt Street Ferry would be pleased to have as many boats and as frequent trips as on the ferries which have tenfold its business—but the managers must necessarily decide on the subject. They are capable of judging. They have large experience—full knowledge of the resources within their control, and of the respective requirements for the actual travel on each ferry—and they mean to act, as they have done, according to their best judgment, and from their sense of duty.

II.—POLICY OF THE UNION OF THE FERRIES.

We come now, gentlemen, to a branch of the subject to which your attention as intelligent legislators is invoked, and ~~to which~~ ^{to which} it is hoped that you will give that wise and careful consideration ~~to~~ ^{to} which a subject so vitally affecting the interests of Brooklyn, and of such considerable interest, also, to your own City, demands.

I allude to the policy and system under which the six ferries are now combined and run by the Union

Company under one management. These Ferries are from—

- | | |
|----|---|
| 1. | Hamilton Avenue, Brooklyn, to Whitehall Slip, New York. |
| 2. | Atlantic Street,* " " " " " " |
| 3. | Montague " " " Wall Street, " " |
| 4. | Fulton " " " Fulton " " " |
| 5. | Main " " " Catherine Street, " " |
| 6. | Bridge " " " Roosevelt " " " |

I assume that the people of Brooklyn must be enabled to cross upon each of these ferries at the same expense ; that there is no reason why the man whose daily route is across the Hamilton Avenue Ferry should be required to pay more than the man who crosses at Fulton Street or at Roosevelt Street ; but on the contrary, that the transit across each of these ferries, which are but continuations of the City streets, should, like the passage through the streets themselves, be equally open and unattended by any discriminating difference of expense. Any other rule will operate most unequally, and therefore unjustly, on all those inhabitants of Brooklyn whose pursuits do not lead them to cross the Fulton Ferry. That ferry is the only one which more than defrays its expenses from its receipts, and the other ferries are now sustained by the profits derived from that ferry.

In a word, the large receipts of the Fulton Ferry are absolutely necessary to give to those who use the other five ferries the means of crossing at the same price. It is believed that the people of Brooklyn will never consent to a separation of these ferries, which would necessarily compel those crossing at other streets than Fulton to pay higher fare than those who cross at that point. The great depreciation of property, which would follow, and the injustice to the people, can never permit a fare of one cent on the Fulton Street Ferry—the actual discontinuance (which would necessarily result) of at least two or three of the others, and a fare of three, four or five cents on the remainder, and the actual danger to life from over-crowding the Fulton Ferry. But all the present

* Commonly called the South Ferry.

ferries must be sustained by the receipts of all, and the deficit in those which cannot pay their way must be paid by that from which a surplus is derived. On any other principle, how would the post offices of the country be sustained? *This system is absolutely vital to the interests of Brooklyn.**

Fulton Street is, and for ages has been, the great central point for crossing from Long Island to New York. It is the great travel-worn channel. The growth and expansion of Brooklyn has been lateral from Fulton street each way, North and South. The Fulton Ferry is short in distance, and being at all times employed to its full capacity, can transport passengers and property at cheaper expense and rates than any other. The travel over this Ferry is now immensely increased by the construction of the Brooklyn City Rail Roads, all of which start from and converge at the ferry gates.† As a necessary consequence, the proportion of persons crossing at the other ferries is diminished, and their means of self-support are thereby also diminished.

In 1839 the Fulton Ferry was united with the Atlantic Street Ferry, and in 1851 with Hamilton Avenue Ferry, (neither of which was self-sustaining,) on the plan of carrying on the three at rates barely sufficient to repay the stockholders, whose money was taken for the purpose.

* How dependent the other ferries are on the surplus derived from the Fulton, will be seen by the following:—

| | | | | |
|--|--|--|--|--------------|
| The <i>South Ferry</i> lost during the first two leases, from 1 July, 1839, to 1 May, 1851, including loss on sale of boats, &c.,..... | | | | \$221,579 18 |
| From May 1, 1851, to May 1, 1857, there was an apparent gain (no charge being made for <i>depreciation of property</i>) of..... | | | | 12,280 45 |
| | | | | 209,298 73 |
| The <i>Hamilton Ferry</i> cost for losses prior to 1 May, 1851,..... | | | | 21,613 70 |
| From 1 May, 1851, to 1 May, 1857, <i>not including depreciation</i> ,... | | | | 19,799 45 |
| | | | | 41,413 15 |
| The <i>Wall Street Ferry</i> , from 1 December, 1853, to 1 May, 1857, <i>including depreciation of property</i> ,..... | | | | 96,533 04 |
| The <i>Roosevelt Ferry</i> , do. do. do. | | | | 125,865 81 |
| <i>Catherine Ferry</i> , do. do. do. | | | | 97,057 78 |
| <i>Gouverneur Ferry</i> , do. do. do. | | | | 64,274 89 |
| (to 10 January, 1857, when it was discontinued,)..... | | | | |
| | | | | \$634,443 40 |
| | | | | —P. |

† Several of the New York City Rail Roads terminate also near the intersection of Fulton Street and Broadway.

7510 6c \$ 1,869.29

The three ferries were thus combined, with a capital stock so reduced by the former earnings of the Fulton Ferry, as to be much less than would have been necessary to originally establish the three ferries.

The fare had been, at times, on the Fulton Ferry, four cents, (and after 9 P. M. six cents,) and on the Atlantic four cents. For some time after their union, they were run at three cents. Afterwards, they, with the Hamilton, were run at two cents. Again, it was reduced on these three ferries (by tickets) to one-and-a-half cents; and then (Nov. 1, 1850,) to one cent.

This last reduction was made in reliance on the fact that the capital had been diminished by earnings and profits, and on sanguine hopes that the earnings of the Fulton would enable the Company to run the three ferries at one cent fare, though the South and Hamilton were still operated at a loss, as they had always been when run at the higher rates.

All these reductions were unprompted, and entirely voluntary on the part of the Company, yet its defamers would have you believe that the managers are selfish and mercenary, and that, in conducting the ferries, they aim to extort the largest amounts they can obtain from the people of Brooklyn.

Thus, the Company ran the three ferries at one cent in December, 1853; and this was its condition at that date.

The four ferries not embraced in the consolidation, (viz., the Gouverneur, Catherine, Roosevelt, and Wall,) three of which had been newly established, were running at two cents, but were unable to sustain the competition with the Fulton, which was then paying its own expenses, and a large portion of the expense of the South and Hamilton.

Now, had this Company been swayed by the selfish motives so freely imputed to it, could it have desired any better result than that the other four ferries should

have been compelled to stop, and that their passengers should be consequently obliged to cross on the three ferries of the Company? Can any of the ingenious enemies of the Union Company tell us how it was to gain anything by taking upon its hands these four great losing concerns? *

But the managers looked at the matter with reference to the general interests of Brooklyn, and the practical working of the system which the Company had established, of making the surplus of the Fulton help and sustain the others. They had no alternative but to embrace the four sinking ferries in the same partnership arrangement, (by which they had so long sustained the South and Hamilton,) or to break them down entirely by a competition to which those four ferries were unequal, and concentrate the whole business on the Fulton, South, and Hamilton Ferries.

The business of the *Fulton* Ferry was already quite as great as could be well accommodated there, especially at morning and evening. The danger resulting from any greater crowding of its boats, when detained and impeded by fog and ice, was to be avoided. The railroads were already increasing the proportion of the passengers, and the concentration at that Ferry of any large portion of the business of the others did not seem compatible with the safety of the passengers.

Nor were the Company willing to withdraw the accommodations of the other Ferries, if they could possibly be sustained. On the contrary, they desired to persevere in the plan they had so long pursued, of doing all they could for the accommodation of all parts of Brooklyn and its people. They therefore received into the Association the Ferries which would otherwise have been discontinued. This they did in the hope, and expectation, and belief, (testimony of Mr. Perry,) that by putting the fare

* The Company was earnestly importuned by residents of the eastern part of Brooklyn to take the ferries on that side of Fulton Street, inasmuch as they could not be sustained in competition with those of the Union Company.—P.

on all the Ferries at one cent, business might be stimulated and equalized: that the increase of Brooklyn, in population, would aid the receipts of the Ferries, and that by running them cheaper, (by means of the Union,) they would be able to sustain them all. The learned Counsel for the petitioners, scorning the miserable insinuation that the Company took these four Ferries with a view to raise the fare on the whole, (a slander which has been often uttered,) kindly enabled Mr. Perry to testify on that subject, by putting the question to him. You have the testimony prompt and unequivocal, that nothing was farther from the Company's intention or thought.

Such, gentlemen, was the action of the Company; such were its motives. In no event could it derive pecuniary advantage, or any other advantage, by assuming the four sinking Ferries, except the advantage of providing the largest accommodation for all the people of Brooklyn at the lowest expense.

It is a material feature of the advantages to the public of this consolidation, that all the Ferry accommodations of Brooklyn are thereby realized on a capital much less than the actual cost of the Ferries, and very much less than it would now cost to establish them anew.

The four new Ferries were sold to the Union Company at a very great sacrifice—some \$200,000 less than they cost.

The capital of the old Union Company (the Fulton, South, and Hamilton avenue) was, by reason of its former earnings and the facts I have stated, enabled to be put in to the present consolidation, at \$211,200.

| | |
|--|--------------|
| The Roosevelt Ferry was taken* at..... | \$140,000 00 |
| Gouverneur and “ “ “ } at† | 238,000 00 |
| Catherine, “ “ “ } | 175,000 00 |
| Wall street,‡ “ “ “ | 36,800 00 |
| Towards building a new boat, | |

Making the whole capital..... \$800,000 00

* From the Roosevelt Ferry Company.

† From Smith & Bulkley.

‡ From Sharp and others.

The testimony taken on this hearing shows, that to establish these Ferries separately anew, would cost at least an average of \$175,000 each, making for the seven \$1,225,000, and for the six now in operation, (the Gouverneur street Ferry having ceased,) \$1,050,000.

Now, this fact is an utter refutation, if any were needed, of the poor insinuation, that the Ferries are run on a swollen and fictitious capital.

But the pecuniary result has disappointed the Company. Instead of being able to run all the Ferries at a uniform rate of one cent, the losses have been found so very great, that it was not a question of mere expediency whether the fare should be raised. It was a vital, irresistible, immediate necessity. The loss the first year, had the rate of one cent been continued, would have been \$120,000, (Mr. Perry's testimony.) The fare was consequently raised to one-and-a-half cents, which, proving insufficient to check the sternway, it was then raised to two cents. If empty declamation and abuse would have supplied the deficit, the Company would have cheerfully borne it, and would have gladly continued the lower fare. But in matters of finance, especially in business of this magnitude, the necessities are imperative, and figures are more potent than phillipics. The Company had no alternative, whether they considered what was due as regarded mere honesty to the Stockholders, or the possibility of continuing the operation of the Ferries.

This, gentlemen, is the history of the reduction of the fare to one cent on the Fulton, the South, and the Hamilton Ferries ;—this is the history of the incorporation (in December, 1853,) of the Wall, Catherine, Roosevelt, and Gouverneur Street Ferries into the Union, and of the motives which induced the Company to take them ;—this is the history of the reasons and motives of the Company in attempting to run all six of the ferries, when thus united, at the uniform fare of one cent ;—and this is the

history of the result of that attempt, and of the consequent necessity of restoring the fare to two cents on all of them.

You have before you the sworn official statement of the Company, made 20th November last, that, taking the period from the 1st May, 1851, to 1st May, 1856, all the Ferries, except the Fulton, have been largely losing concerns. This may be seen by referring to *Document No. 44 of the Board of Aldermen for 1856*, now before you, and which has been often referred to on this hearing. The "Recapitulation" set forth in that document, at page 17, is as follows :—

[Doc. No. 44.]

RECAPITULATION.

| | LOSSES. | PROFITS. |
|--|--------------|---------------|
| Fulton Ferry..... | | \$325,288 04 |
| South "..... | | 2,675 24 |
| Hamilton "..... | \$25,216 98 | |
| Wall street Ferry..... | 59,490 21 | |
| Roosevelt "..... | 62,854 21 | |
| Catharine "..... | 43,266 57 | |
| Gouverneur "..... | 37,745 30 | |
| Total..... | \$228,573 27 | |
| Balance, being surplus to apply toward de- preciation of boats, fixtures, &c..... | 99,390 01 | |
| | \$327,963 28 | \$327,963 28* |

NOTE.—The losses paid by the previous Union Ferry Company, in sustaining the South Ferry, from July 1, 1839, to May 1, 1855, amounted to one hundred and fifty-nine thousand, six hundred and eighty-nine dollars.

The surplus above mentioned is entirely insufficient for the purpose, it having been found by experience that the lowest per centage of depreciation that will make up for the difference between the cost of boats when new, and the amount received for sales when old, is seven per cent. per annum, calculating the depreciation upon the reduced value of each year.

* The above statement is to May 1, 1856. The following are the results of the year from 1st May, 1856, to 1st May, 1857 :—

| | LOSSES. | GAINS. |
|--|------------|----------------|
| Hamilton Ferry..... | \$1,196 17 | |
| Atlantic..... | 806 23 | |
| Montague..... | 10,642 83 | |
| Fulton..... | | \$112,718 23 |
| Roosevelt..... | 16,511 60 | |
| Catherine..... | 16,111 21 | |
| Gouverneur, discontinued Jan. 10, 1857..... | 10,729 59 | 55,997 63 |
| Total gross surplus..... | | \$56,720 60 |
| (The depreciation, as shown by the annual appraisal, was...) | | 42,200 00) |
| Leaving the actual profit for the year (dividends paid)..... | | \$14,520 60 P. |

It will thus be seen, that while the *Fulton Ferry*, during the period named, yielded \$325,288 04 profit, the others caused a loss of \$228,573 27. The *South Ferry* yielded an apparent profit of \$2,675 24; but the great loss, by wear and tear, is not included in these estimates, and as is shown, that loss, during the five years to which these returns relate, much exceeded the apparent profit of \$99,390 01 on all the Ferries. The amounts of loss on these different Ferries respectively, varied considerably in different years; but it is obvious that no one of them (other than the *Fulton*) could be run as an independent establishment, except at ruinous loss to its proprietors.

It is to be borne in mind that the expenses of running ferries, such as now bridge the river, are very unlike those of former days. Instead of the creeping horse-boat and the one steamboat, consisting of two scows united by a deck, in which the floors of the little cabins were supplied with a carpet of salt hay on Monday mornings, the boats costing but little, and run at a very small expense, you now have twenty-one large steamers, averaging the size and tonnage of the old line of Liverpool packets—propelled by powerful engines, and costing from \$35,000 to \$45,000 each. Eighteen of these vessels are running constantly, consuming numberless ship-loads of coal* in their eighteen furnaces, which are burning by day, and part of them also by night; the ferries requiring in their management, on the most economical system consistent with efficiency, the services of between 300 and 400 men, who are constantly employed as clerks, engineers, pilots, ferry masters, conductors, gate-men, bridgemen, deck hands, firemen, watchmen, carpenters, blacksmiths, shipwrights, painters, cartmen, lampmen, laborers, &c., and the Company paying to the City of New York \$59,000 per annum for leases†—to

* 25,000 tons per annum.—P.

† And a rent, in Brooklyn, of \$23,500 per annum for premises necessary for yards, shops, &c.—P.

say nothing of the heavy depreciation by wear and tear of the boats, which are so incessantly running by day and night, and in winter battering through masses of solid ice, and requiring very large and constant outlay for repairs. With such great expenses as these, it is obvious that when the receipts were falling behind the disbursements at the rate of \$120,000 per annum, there was but one possible course—and that an imperative one—to raise the fare to meet these large and inevitable expenses.

I suppose it will be conceded, too, that these Directors are under some little obligation of duty, also, to the stockholders, whose money is used to supply us with these ferry accommodations.

The Directors ought also to provide a sufficient reserve fund to meet the claims arising from damages by collision and other accidents to which, in fogs and otherwise, they are constantly liable, notwithstanding the strictest care and the greatest skill on the part of the Pilots. Enormous claims are always preferred against the Company in such cases, and suits are now pending where exorbitant damages are exacted.

Gentlemen, you will pardon me for saying, with full knowledge of the managers, and after adequate observation of their acts, that in my belief, no Orphan Asylum, Savings Bank, or other public charity in the State, is conducted by more disinterested, public-spirited, upright, or unselfish counsels; and Brooklyn will appreciate what have been their services, if they are succeeded in their trust by politicians and speculators, who will run the ferries for their own profit, and when public convenience and the *safety* of passengers will be postponed to money-making schemes.

You, Mr. Chairman, are, I believe, an *ex-officio* member of this Board of Managers. They beg that you will

attend all their meetings—participate in all their deliberations and decisions, and scrutinize closely (and suspiciously, if you will) every act and its motive, past and future.

This Company have no secrets, nothing which they would screen from investigation. A number of gentlemen suddenly called at the office some months ago, unheralded, unannounced, with no notice to the Company of their coming, and stated that they were a Committee appointed at some public meeting to investigate the affairs of the Company. Whether this was proper, or usual, I do not care to discuss—suffice it to say, that instead of repelling them, as would have been done by any other Corporation, the Company on the instant opened all their books and papers to them, and gave them every opportunity for the fullest and closest inspection of all their affairs. A Company or an individual must indeed have its “house in order,” who could submit to such a sudden invasion and hostile inspection. Is there any other Company of any kind, whether Insurance Manufacturing, or other, that would, or could, or should, thus receive and respond on the instant to such a visit? The finding of the Committee which thus explored the affairs of the Company, was certainly all that the Company could desire, and it must be confessed, reflected credit on the individuals concerned for their candor. Indeed, we believe that no honorable and just man can faithfully investigate the affairs and management of this Company—however prejudiced he may have been at the outset—who will not confess that it has been wisely and disinterestedly, as well as most carefully managed; and that it has been conducted with a view and in a manner to promote the best interests of Brooklyn.

III.—THE ASPERSIONS ON THE COMPANY.

The motives which have impelled the systematic attacks and diatribes of which the Company has been the subject for some time past, have been various. Crazy notions have been entertained, by one portion of its assailants, as to the profits of the Company, and of “the money to be made out of it.” The old system of free tickets to many persons has been (from the necessities of the Company, as well as from a sense of justice to the mass,) abolished, and this, it is believed, has converted divers eulogists into enemies. Another class has earned the distinction and consequence which attach to those who conspicuously expound what ought to be done *by others* for “the public;”—while still another class consists of those who always had been contented, and supposed they were well served, until instructed as to the extent of their wrongs, and who thereupon are ready to sign petitions, (as in the Roosevelt Ferry case,) without any very careful examination, consideration, or knowledge of, or interest in, the subject;—and there are, again, others who, supposing the various charges against the Company, so profusely made, to be true, are honestly and naturally zealous to right the supposed wrongs.

Old fashioned Brooklyn people have believed, and always boasted, that we had the best ferries in the world. We know that all travellers have pronounced them so, and we know that, at the present rates, they are the cheapest in the world. But the enthusiastic reformers have undertaken to show how very unhappy we are, and have filled the air, and filled the New York newspapers, with clamorous denunciations of the ferries, and of the “Union Ferry Monopoly.” They have represented that nothing is right, but everything wrong,—nothing honest, but everything mercenary and sinister on the part of the Company, which they declare to be rapacious, and bent on sponging from the people to fill their pockets; and

that the stockholders received prodigious profits and dividends. (Yet these worthy gentlemen would not buy its stock at par, nor at 90 cents on the dollar.) Their mistake as to profits and dividends was shown by the fact, that the stockholders received but 8 per cent. for their money and its risks.

Then it was charged, that though the stockholders generally might receive but 8 per cent., yet the Directors were pocketing vast amounts. This allegation was met by the fact that a large portion, if not most, of the Directors, held but one share, (\$100,)—barely enough to constitute them Directors,—and that they certainly receive no larger dividends or other revenue from that stock, than any other stockholders do. Then it was proclaimed that the Directors received enormous salaries. The truth was shown to be, that they receive no salaries at all, but that their services are gratuitous, and that the whole salaries paid to all the officers of the Company (President, Managing Director and Attorney, Treasurer and Secretary, Cashier and Office-Clerk, Superintendent, Assistant to ditto, and Clerk for South and Hamilton Ferries—Assistant and Clerk for Roosevelt, Catherine, and Gouverneur Ferries, and Chief Engineer) were altogether less than \$16,000—a sum less than any other Institution managing so large a property in this State.

Thus, every specific charge was met and extinguished.

The opponents of the Company have, with great assiduity and vociferousness, proclaimed themselves to be the special representatives of “the poor sewing women and laborers.” They assumed to be the champions of the poor, and to have no other end than to enable that class to have cheap ferriage. Their self-delegated authority as the particular representatives of “the poor sewing women and laborers” has been their great “point,”—the chief item of their stock in trade. But

this *ad captandum* they have used so overmuch, that they have worn it out. Now, it is a significant fact, that in all these upbraidings of the Ferry Company on the score of its fare, the complaints have proceeded from the *rich poor* alone. The murmurs at two cents fare have been, as I am assured, altogether from men in broad-cloth, not from men in shirt-sleeves, nor from sewing women. Our Brooklyn poor people are not poor in spirit. They have all been found just enough and reasonable enough to be willing to pay their fare, and sensible enough and confiding enough to believe that the managers of the ferries were dealing uprightly, and doing their best to promote the public convenience and safety.

One set of complainants, as to the management of the ferries, insist that no ferry shall receive any assistance from any other ferry. This rule, as we have seen, would put an end to most, if not all, the ferries, except the Fulton.

At a public meeting held at the City Hall in February last, one of the Resolutions adopted was in these words: "*Resolved*, That the principle of taxing the necessities of three-quarters of the ferry-crossing population to pay for the convenience of the other quarter is unsound in itself, and if carried out, could only end in justifying the absurdity of running ferries from the foot of every street." Another Resolution of the same meeting declared that the Hamilton, South and Fulton Ferries could and ought to be run at one cent.

In other words, the surplus earnings of the *Fulton* Ferry ought to be applied to keep up the non-paying *Hamilton* and *South*, while the non-paying *Wall*, *Catherine*, and *Roosevelt* should go down. This was selfish enough, one would think; yet these are the same gentlemen who impeach as selfish the motives and action of the Company in trying to sustain all the Ferries. Now,

have the people, who use the Hamilton and South Ferries, an exclusive right to the surplus derived from the Fulton? Have they any better right to it than they who use the Wall, Catherine, and Roosevelt Ferries? Have they a right to say, that to enable themselves to cross at one cent, the three latter Ferries shall either be discontinued, or that those who cross on them shall pay a much higher fare?

At the same meeting, the worthy Chairman, (a gentleman incapable of unfairness, and who would be prompt to correct an erroneous charge when apprised of its being such,) in a dignified speech, declared* that the Catherine and Roosevelt Ferries, "*when they were under individual management, were profitable Ferries,*" and was astonished that they should be otherwise, under the management of the Union Company. He also averred the Wall street (Montague) Ferry to be profitable now.

How mistaken he was in his statement has been proved, not only by the statistics in evidence, but as to the Roosevelt Ferry, Mr. Havemeyer has shown you its results, and Mr. — (one of the hostile witnesses) has told us, on this examination, that the Catherine Ferry had nearly ruined its proprietors before the Union Company took it. You have also seen, from the same returns, how it is with the Wall street Ferry. Now, when such a man as the Chairman of the meeting credited, as he naturally did, the charges so freely made against the Company, it is not strange that less intelligent and less well informed persons should assume to be true the various statements derogatory to the Company, which are so loudly made and studiously paraded in the newspapers.

As to the Catherine Ferry, it was profitable when Mr. Bowne was its proprietor, because it then had no Roosevelt Ferry to divide its business, but did all the

* As reported in the *Brooklyn Eagle* of Feb. 10th, 1857.

business now done by both. Moreover, Mr. Bowne paid a rent of but \$3,500, in place of the \$16,000 rent paid by the late and present proprietors, and the boats employed on it were very small and cheap compared with those now in use; nor had the City Railroads (which have been since established) then carried a portion of its business to the Fulton Ferry.

Here we have Hamilton avenue, South, Catherine, Wall and Roosevelt Ferries, each and all depending on the Fulton Ferry to hold them up; and yet one of your witnesses, on this hearing, complains earnestly that this very Roosevelt Ferry, which, but for this support, would have ceased in December, 1853, or soon after, had been taken into the Union Company consolidation! Do the gentlemen who make such loud complaints of our not running two or three boats on the Roosevelt Ferry, concur in the views of their witness, and of the indignation meeting at the City Hall, and do they think that the profits of the Fulton should be applied exclusively to the South and Hamilton Ferries?

One of the complainant's witnesses was eloquent and protracted in his denunciation of the *management* of the Ferries generally since 1851. Other testimony was also taken to the same point. On the other hand, the honorable Chairman of the meeting to which I have referred, admitted that the Ferries had been well managed; and you have explicit proof by Mr. McFarlan, Mr. Van Duyne and Mr. Perry, two of whom have been connected with the Ferries for twenty years, that they have never been run with more regularity and rapidity than now. Indeed, with regard to the *condition of the boats*, it was as I am informed, argued in substance by certain complainants before a Committee of the Legislature at Albany last week, that no allowance ought to be made for a depreciation of the boats, because so much money was spent in keeping them in such high order!

It will be an evil day for Brooklyn when these Ferries pass into the hands of speculators and politicians. That may happen with the expiration of the existing leases ; for the present managers will not be apt to resume such responsibilities and perform such great labors, as they have done—responsibilities and labors which are not and cannot be profitable to themselves, but which are required only by misrepresentation and reproach. Up to this time no self-seeking, money-making speculators—no party politicians—have had the control of the Ferries. It is quite unnecessary to ask, whether, under the guidance of such persons, the people would be more disinterestedly or safely served.

It will be wise for such of the present assailants of the Ferry management, as have the welfare and safety of Brooklyn and its people really at heart, to pause and consider whether the course they are pursuing is not likely to jeopard both. If they will ingenuously and faithfully acquaint themselves with all the facts and considerations involved, it is believed they will cease to distrust the motives of the present managers, and will concur in their views as to the policy which ought to be pursued.

The distinguished skill and untiring care with which the boats on these Ferries have been managed, cannot be surpassed. The number of passengers who cross in them annually equals, it is believed, the whole population of the United States, and yet, in upwards of twenty years, but two lives have been lost, and the fault in these cases was not justly chargeable to any want of care or skill. Is it wise to disturb, or derange, or embarrass a system that has worked so well, and produced such efficiency and safety?

The present superintendent and his predecessor have manifested consummate ability in the discharge of their duties ; while the Pilots who “handle” the boats in the

rapid cross-tides and difficult navigation of the East River, threading their way through the fleets of vessels that often crowd the waters, have, by their skill, become a distinguished class among the noted water-craftmen of our bay.

May we not safely claim, Mr. Chairman, that the charges against the Company, respecting the Roosevelt street Ferry, are not only not sustained, but distinctly refuted—that the present plan of running the various Ferries under one consolidation, (so that those which are not self-sustaining can be supported by that which produces a surplus, thus enabling all to be run at the same rate of fare to passengers) is essential to the interests of Brooklyn—that the imputations made upon the motives and conduct of the Managers are both unjust and ungenerous—and that the interests and prosperity of Brooklyn are liable to be seriously damaged and impaired by the substitution of any innovating experiments, in place of a system which has secured so much of benefit to the public.

To the foregoing I may add, (a point not adverted to on the argument,) that nothing can be less true than the charge intended to be implied by the epithet “Union Ferry *Monopoly*,” so carefully and constantly employed by the enemies of this Company, in conversations, speeches, and newspapers.

If the Company held the *Fulton* Ferry alone, unencumbered by the others, and were receiving and appropriating its great profits to their own use, then the term *monopoly* would not be misapplied.

The position of the Company, justly considered, is the converse of a monopoly.

The managers of a *monopoly* (in the sense in which this catch-word is thus used) would not be apt to mani-

fest their *monopolizing* spirit by voluntarily reducing their charges, and diminishing their revenues to the lowest point compatible with their existence. Their only error in this case has been, that in the most *anti-monopolizing* spirit possible, in respect to their income, they have gone too far, and therefore found it necessary to return to a point still below that from which they originally receded. ^{on the Fulton & South} ^

A *monopolizing* spirit would not have induced, nor would it have permitted, this Company to assume the burden and support of the four unprofitable Ferries from Wall, Catherine, Roosevelt, and Gouverneur Streets,—the only effect of which could be, to diminish the profits which the Company might otherwise have made.

It is difficult to see what could savor less of a *monopoly*, than the application to the Ferry accommodations of all parts of Brooklyn, of the profits derived from the only one of the establishments which was lucrative, instead of confining the benefits resulting therefrom to one section or locality.

The plan insisted on at the public meeting above referred to—*was a monopoly*. It, in effect, required the application of the surplus derived from the Fulton Ferry to the sole benefit of the South and Hamilton Ferries ; and excluded from the benefit of that surplus all that portion of our population whose ways lie across the Wall, Catherine, and Roosevelt Ferries. That such would be the result, has been shown by the fact, that neither of the three last Ferries could be conducted without aid from the Fulton.*

The plan thus insisted on at that meeting savored of the most odious kind of *monopoly*, in that it exacted for the South and Hamilton Ferries the exclu-

* See note on page 26, *ante*.

sive benefit of a fund to which the other three ferries might, with equal justice, lay claim.

The management of the ferries under one organization is no more a monopoly than the management of our City streets or other municipal affairs under one City government is a monopoly. If it be a monopoly to run all the six ferries at the lowest fare consistent with their efficiency and safety—to treat their revenues as a common fund—and to apply that fund to the support of all, so that the people in every section shall have their ferry accommodations at the same price—then it is not probable that the citizens of Brooklyn will desire the management of the ferries to be conducted otherwise than under such a monopoly.



